

AGREEMENT

between

CITY OF PERTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

NEW JERSEY

(WHITE COLLAR)

January 1, 2019 to December 31, 2022

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## **PREAMBLE**

This Agreement, commencing 12:00 A.M., January 1, 2019, and effective until 11:59 P.M., December 31, 2022, is between the Mayor and Council of the City of Perth Amboy, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Employer"), and American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), on behalf of said Union and on behalf of the employees of the employer (now employed and hereinafter to be employed and hereinafter collectively designated as "employees").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise to establish proper standards of wages, hours, and other conditions of employment.

## ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all its employees in the classifications listed herewith and made a part of this Agreement and for such additional classifications as the parties may later agree to include:

Assessing Aide  
Account Clerk  
Administrative Clerk-Department of Public Works  
Cashier  
Clerk 1  
Clerk 2  
Clerk 3  
Code Enforcement Officer  
Deputy Registrar of Vital Statistics  
Fire Prevention Specialist  
Housing Inspector  
Keyboarding Clerk 1  
Keyboarding Clerk 2  
Keyboarding Clerk 3  
Legal Stenographer  
Library Associate  
Librarian 1  
Librarian 2  
Principal Account Clerk  
Principal Library Assistant  
Recreation Leader  
Senior Account Clerk  
Senior Cashier  
Senior Legal Stenographer  
Senior Library Assistant  
Social Services Assistant  
Supervising Account Clerk  
Violations Clerk

## ARTICLE 2 - MANAGEMENT RIGHTS

The American Federal of State, County and Municipal Employees, AFL-CIO (AFSCME) recognizes the administrative rights, duties and authority to manage and control the employees of the Administration pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, State and Federal laws. The Administration retains and reserves all rights of management and control of the employees of the Administration not limited by this Agreement.



## ARTICLE 3 - NO-STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor condone, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from a position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement. The City agrees not to lock out.

The Union will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## **ARTICLE 4 - NON-DISCRIMINATION**

There shall be no discrimination by the City or the Union against any employee on account of race, color, creed, age, sex, national origin or political affiliation. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the local Union.

## ARTICLE 5 - DUES CHECK OFF

The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with a list of names and amount of dues so deducted, shall be transmitted to the Council 73 office by the end of the next month following the monthly pay period in which deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice prior to the effective date of such change.

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City officials, as provided in N.J.S.A. 52:14-15.9(e) as amended.

The City shall comply with sections a through f of N.J.S.A. 34:13A-5.13, specifically section c. which reads:

Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an excel file format or other format agreed to by the exclusive representative employee organization: Name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer..."

If the aforementioned is revoked, modified or declared unconstitutional any affected provision shall be deleted or revised as appropriate.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City on reliance upon the salary deduction authorization cards submitted by the Union to the City and/or that may arise by reason of action taken by the City in the salary deduction of eighty-five percent (85%) of union dues for employees who are not members of the Union and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City officials, as provided in N.J.S.A. 52:14-15.9(e) as amended.

## ARTICLE 6 - HOURS OF WORK

The normal work week shall consist of five (5) consecutive days, Monday through Friday, totaling thirty-five (35) hours per work week excluding one (1) hour for lunch.

Effective July 1, 2001, the normal work week for new hires or promotions to the titles listed below shall consist of five (5) consecutive days, totaling thirty-five (35) hours per work week excluding one (1) hour for lunch:

Fire Prevention Specialist  
Housing Inspector

Senior Housing Inspector

## ARTICLE 7 - OVERTIME

Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

- A. All work performed in excess of thirty-five (35) hours per week.
- B. Vacation, sick, personal and holiday leave shall be considered the equivalent of work time for the purposes of calculating overtime.
- C. All work performed in excess of the daily work week can either be paid by overtime or compensatory time which shall be mutually agreed by the Department Director and the employee subject to approval by the Administrator. Earned compensatory time shall be taken within thirty (30) days of earning same and shall not be accumulated beyond said period.
- D. All work performed on a holiday shall be paid at time and one-half in addition to payment for the holiday.
- E. Overtime shall be computed based on the hourly rate the employee is being paid at the time of the overtime computation.
- F. Overtime opportunities will be distributed as equally as possible among employees in the same classification, department and shift.

## ARTICLE 8 - HOLIDAYS

A. The following days are designated as paid holidays by the City:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

B. When a holiday falls on a Saturday, the Friday before the holiday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

## ARTICLE 9 - VACATION

- A. Employees covered by this Agreement shall be entitled to an annual paid vacation to be taken in accordance with Department regulations, in accordance with the following schedule:

YEARS OF FULL TIME EMPLOYMENT WITH THE CITY	VACATION DAYS
First year of employment	One (1) working day per month of service
After first year through five (5) years	Fourteen (14) working days
After five (5) years through ten (10) years	Seventeen (17) working days
After ten (10) years through twenty (20) years	Twenty-three (23) working days
After twenty (20) years	Twenty-seven (27) working days

- B. All permanent full-time employees or temporary full-time, provisional employees shall be entitled to vacation leave based on their years of continuous service. Periods of leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purpose of determining the earned service credit for vacation leave. Permanent part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis.
- C. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation pay.
- D. Vacation allowance should be taken during the calendar year at such time as requested unless the Department Director determines that it cannot be taken because of pressure of work.

For those employees who have been prevented from taking



vacation leave, effective 1 January 2020, vacation leave or not more than one (1) year's allotment may be carried over into the succeeding year.

- E. Any employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year, except any employee who retires after July 1 of the calendar year, will be granted full vacation coverage.
- F. In case of the death of an employee, all vacation pay due shall be paid to the beneficiary on file, or if none, to the estate.
- G. Employees called back to work while on vacation shall receive time and one half (1 1/2) for that time.
- H. Vacation leave can be taken in less than a full day period with the approval of the Department Head. Such partial day leave requests may only be made twice during any calendar year. Approval shall not be withheld unreasonably. The years of continuous service of full-time employment service of full-time employment with the City shall be credited the following January 1st.

Vacations are credited in advance in expectation of continued employment starting in the second calendar year of employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation earned within the calendar year.

- J. An employee may sell back to the City unused accumulated vacation time in excess of five (5) days at 60% of the accrued rate of pay so long as the City offers to do so. (The calculation would be: employee's hourly wage rate for the vacation leave when it was accrued times the number of vacation hours the employees seeks and the City agrees to pay X 0.60.)

## ARTICLE 10 - SENIORITY

A newly appointed employee shall be considered probationary and without seniority. Seniority is defined as an employee's length of service with the City Administration beginning with the employee's date of hire. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.

An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off. Absence without leave for five (5) days or failure to return from any leave of absence shall be considered a resignation. A laid off employee who is reinstated within a two (2) year period shall have the previous seniority reinstated from the date of original hire.

In the case where an employee is promoted but does not successfully complete a thirty (30) day probationary period, the employee may return to the previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

Notice of all job openings, new positions and vacancies excluding temporary four (4) month positions (any temporary positions which continue beyond four (4) month period will be subject to posting provisions of this Agreement) or seasonal in nature positions shall be posted on the designated employee bulletin board for period of five (5) days. A copy of the notice shall be furnished to the Union President prior to the posting. Notices of vacancies and new positions, excluding temporary positions or seasonal in nature positions, shall contain classification, location, pay rates and hours of work. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

In the event of layoff, transfer or demotion, the employee with the most seniority will have the preference within their division, provided they have the requisite qualifications and abilities to

perform the work available.

The City Administration shall maintain a current seniority list and present it to the local Union President on June 30th and January 4th of each year.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

Definition of Grievances is used herein: An alleged complaint which may arise between the parties involving the application, violation or interpretation of any term in this Agreement.

### **STEP 1      INFORMAL-IMMEDIATE SUPERVISOR**

Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant shall know of its occurrence, the employees either directly or accompanied by a steward will present the grievance informally to the immediate supervisor. Within three (3) working days after presentation of the grievance, the supervisor will render a decision orally, or in writing, to the employee and steward.

### **STEP 2      FORMAL-DEPARTMENT HEAD**

Within five (5) days of the oral or written answer from the immediate supervisor, if the grievance is not resolved, the employee shall file a written grievance with the Department Head or Director. The Department Head or Director will arrange a meeting with the employee and the local Union steward not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. The Department Head or Director shall give a written answer to the employee and steward not later than five (5) working days.

### **STEP 3      BUSINESS ADMINISTRATOR**

Within ten (10) days of the written answer, if the grievance is not resolved, it shall be filed with the Business Administrator. The Business Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance. The aggrieved party, Union representative and local Union President shall be entitled to be present at the meeting. The Business Administrator shall give a written answer to the grievance to the employee and Union within ten (10) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

A group grievance, one that may affect a group of employees, may be presented by the Union at STEP 3. Any grievance not processed

to the next STEP in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party.

#### STEP 4      ARBITRATION

If the grievant is not satisfied with the disposition of the grievance at STEP 3, or if no decision has been rendered within the time limits provided, then the grievant may appeal the grievance to the next STEP, Arbitration.

The request for arbitration shall be by written notice to the American Arbitration Association within ten (10) days of the denial of the grievance at STEP 3. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission shall be requested by either one or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name and the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally with/by the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

The arbitrator shall not supplement, enlarge or alter the scope or meaning of the Agreement or any provision therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, the arbitrator has no power to rule on the issue submitted, the arbitrator shall refer the matter back to the parties without decision.

When the binding arbitration award has been made public, it shall be presented to the City Council.

## ARTICLE 12 - CLASSIFICATIONS

The classifications of employees covered by this Agreement are attached hereto and by reference are made a part of this Agreement.

If, during the term of this Agreement, the City determines that new job descriptions and/or classifications be established, or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view to arriving at a mutually acceptable determination prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the Grievance Procedure commencing with STEP 3 of this Agreement.

## ARTICLE 13 - UNION REPRESENTATIVES

Representatives of the Union, who are not employees of the City, shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters. Such representatives shall also be recognized between the parties regarding employee representation. The City recognizes and shall deal with the accredited union official in all matters relating to grievances and interpretation of this Agreement. A representative from Council 73, AFSCME shall be present at all arbitration cases.

A written list of the Union officials and stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union stewards or officials.

The City agrees to recognize a maximum of four (4) members of the executive committee selected by the Union. A member of the executive committee shall be granted a reasonable amount of time during regular working hours, without loss of pay, to interview an employee's immediate supervisor. The Union President shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances with the City. A Union officer shall not leave their work without first obtaining the permission of their Department Head, which permission shall not be unreasonably withheld.

## **ARTICLE 14 - BULLETIN BOARDS**

A section of each bulletin board for Union information shall be provided by the City Administration.



## ARTICLE 15 - SICK LEAVE

- A. All permanent full-time temporary or full-time permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or attendance upon a member of the immediate family who is seriously ill and requires the care or attendance of said employee.
- B. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- C. If any employees are absent for reasons that entitle them to sick leave, their supervisor shall be notified prior to any such employee's starting time. The Department Head or designee may require proof of illness of an employee on sick leave whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. In case of leave of absence due to exposure to contagious disease, certificate from the Department of Health is required.
- D. An employee with more than one (1) year of service may receive a written letter from the department director informing him/her of excessive absenteeism and abuse of sick days. The letter shall advise the employee to correct the situation or be subject to further disciplinary action including a change to the accrual of sick leave. The letter shall be made a part of the employee's permanent personnel file.
- E. If there is no correction to the pattern of excessive absenteeism and abuse of sick days following the initial letter, the employee shall receive a written letter from the department director informing them that for the balance of the calendar year and for a total period of the next twelve (12) months, the employee shall be entitled to sick leave days on

the basis of accruing one and one-quarter sick days per month. The letter shall further state that the employee may be subject to further disciplinary action up to and including termination.

- F. Sick leave may be taken in less than full day periods, in increments of not less than one (1) hour (effective 1 January 2014) with the approval of the Department Head.
- G. Upon retirement, an employee will be paid for one (1) of every two (2) sick days accumulated, with a ceiling of one hundred fifty (150) sick days paid for upon retirement.
- H. An employee may sell back to the City unused accumulated sick time in excess of 300 hours at 50% of the accrued rate of pay so long as the City offers to do so. (The calculation would be: employee's hourly wage rate for the sick leave when it was accrued X the number of sick hours the employee seeks and the City agrees to pay X 0.50)
- I. In case of the death of an employee, all sick leave due shall be paid to the beneficiary on file, or if none, to the estate.

## ARTICLE 16 - LEAVE OF ABSENCE

Any employee covered by this Agreement may take leave of absence without pay from City duties if recommendation is given by the Department Head and approval is granted by the Business Administrator. The leave of absence shall not exceed six (6) months within one (1) calendar year, and during the period of leave. During the leave of absence an employee will receive no benefits (e.g., leave, health insurance, etc.) and accrue no seniority in title (i.e., adjust service date) or longevity in service. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to their credit. The date by which time the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave.

## **ARTICLE 17 - INJURY LEAVE**

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed seven (7) calendar days. Any payments received by the employees attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the City. After seven (7) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

Effective February 25, 1998, all current employees who are injured while off-duty and exhaust all of their sick days may use any accrued vacation and/or personal days until they are exhausted or until the employee returns to work, whichever comes first.

For so long a period as the employee continues to collect Workmen's Compensation Insurance, the employee shall remain on injury leave status, and during said period no charge shall be made against other leave to which employee would otherwise be entitled.

## **ARTICLE 18 - FAMILY AND MEDICAL LEAVE**

All employees shall be entitled to family and medical leave consistent with state law, N.J.S.A. 34:11B-1 et seq., and federal law, 29 U.S.C.A. 2601. Et. Seq. which shall, to the extent permissible by law, run concurrently with applicable paid sick, personal, vacation and/or other paid leave."

## ARTICLE 19 - BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be entitled to five (5) working days leave without loss of pay when a death occurs in the employee's immediate family. For the purpose of this Article, the term "immediate family" is defined to mean husband, wife, child, parent, step-parent and/or legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other relative living in the household of the employee.
- B. Effective the date this Agreement is signed, employees shall be entitled to three (3) days leave without loss of pay to attend the funeral of a sister-in-law, brother-in-law, non-immediate family member defined to mean aunt, uncle, niece or nephew.
- C. Any leave taken in excess of the allowance provided above shall be charged to the employee's vacation leave or sick leave with appropriate physician's excuse.

## **ARTICLE 20 - JURY LEAVE**

Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury. An official verification of jury duty must be presented to the immediate supervisor.

## ARTICLE 21 - MILITARY LEAVE

Any full time employee covered by this Agreement who is a member of the United States Reserves or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be paid the difference between their regular City salary and their military pay if the military pay is less than the regular gross City pay for the period of military leave. Taking of military leave shall not reduce any other leave earned by the employee. The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Services of the United States.



## ARTICLE 22 - CONVENTION LEAVE

Any employee of the City who is a duly authorized delegate of the local Union may apply for a leave of absence with pay to attend the International Convention, Council 73 conventions, conferences and educational classes. Said leave of absence shall not exceed five (5) days for any employee in any calendar year, nor shall the number of people so authorized exceed three (3) in number. The City shall approve the application for leave of absence submitted by said duly authorized delegates, so long as the efficient operation of the City permits. The total number of working days to be used shall not exceed fifteen (15) days in any calendar year.

## ARTICLE 23 - LONGEVITY

Employees covered by this Agreement and hired to a full time permanent position prior to 1 December 2012:

YEARS OF SERVICE	LONGEVITY AMOUNT
Five (5) years of service	Two percent (2%) of salary
Ten (10) years of service	Three and three-fourth percent (3-3/4%) of salary
Fifteen (15) years of service	Five and one half percent (5-1/2%) of salary
Twenty (20) years of service	Seven and one-fourth (7-1/4%) percent of salary
Twenty-five (25) years of service	Nine percent (9%) percent of salary
Thirty (30) years of service	Fourteen and one-fourth percent (14-1/4%) of salary*

\* Only employees with at least 18 years of continuous service to the City as of 1 July 2012 shall be eligible for this benefit level.

For the purposes of determining longevity, an employee covered by this Agreement shall be eligible for a longevity payment commencing with the first full pay period following their anniversary date of their five (5) years of employment and at the beginning of each additional five (5) years. Years of service for purpose of longevity pay shall be computed to original date of employment, shall be continuous or consecutive, but calculated on basis of total years in full time permanent pay status.

## ARTICLE 24 - PERSONAL DAYS

- A. All employees covered under this Agreement shall be entitled to two (2) days a year leave of absence with pay for personal business.
- B. No personal days can be accumulated.
- C. Personal days shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made twenty-four (24) hours in advance of taking them. In cases of emergency, the twenty-four (24) hour notice shall be waived.
- D. Personal days may be taken in a one-half (1/2) day increment.

## ARTICLE 25 - SALARIES

- A. All employees covered by this collective bargaining agreement shall have their salaries increased by one percent (1%) retroactive to 1 January 2019. (Excluding Clerk 1, see below).
- B. All employees covered by this collective bargaining agreement shall have their salaries increased by two percent (2%) retroactive to 1 January 2020). (Excluding Clerk 1, see below).
- C. All employees covered by this collective bargaining agreement shall have their salaries increased by one and a half percent (1.5%) effective 1 January 2021. (Excluding Clerk 1, see below).
- D. All employees covered by this collective bargaining agreement shall have their salaries increased by one and a half percent (1.5%) effective 1 January 2022. (Excluding Clerk 1, see below).
- E. Clerk I employees will have their salary increased by one percent (1%) retroactive to 1 January 2019.
- F. Clerk I employees will have their salary increased by two percent (2%) retroactive to 1 January 2020.
- G. Clerk I employees will revert to the Salary Guide attached effective 2021 and 2020.
- H. Adjustment in pay due to promotion shall not be used in any way to reduce the amount of the across the board salary increase.
- I. Both contractual and step salary increases will be done as outlined above.
- J. Employees covered by this agreement shall be paid semi-monthly. Payrolls will occur on the 15<sup>th</sup> and last day of each month.

## **ARTICLE 26 - HEALTH BENEFITS**

### Section A

Employees agree to accept the replacement of the existing medical health benefit program with the Perth Amboy Premier Flex Plan, a copy of which is attached hereto as Addendum A.

### Section B

Reserved

### Section C

Medical, dental and vision benefits coverage shall be provided, as set forth in the City's health benefits plan for retirees, to employees and their dependents who retire on a disability pension; or who retire after twenty five (25) years or more of pensionable Public Employees Retirement System service; or who have retired and reached the age of sixty two (62) or older with at least fifteen (15) years of service with the City.

### Section D

Dental coverage will be one thousand five hundred dollars (\$1,500.00) per year maximum. Current employees will have the option to choose either the standard or comprehensive plan as offered by the carrier. Payments shall be based on the 1998 rate schedule.

Effective January 1, 2006, dental coverage will be two thousand dollars (\$2,000.00) per year maximum. Current employees will have the option to choose either the standard or comprehensive plan as offered by the carrier. Payments shall be made on the 2005 rate schedule.

### Section E

The Employer shall pay an amount not to exceed two thousand dollars (\$2,000.00) for orthodontia under the City's dental plan.

Section F

In the event that a change of carriers or policies should occur during the term of this Agreement, the Employer agrees to maintain, on balance, the current existing coverage.

Section G.

Effective, 1 November 2013, the following changes shall be made to the group employee health insurance plan of the City affecting all employees:

1. Doctor's visit co-payments shall remain \$10.00 per visit.
2. Emergency Room admittance shall be \$50.00 per admittance. As is currently the case, copayment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.

3. Out of network benefits:

a. Increase deductible:

From \$200 to \$400 for individuals

From \$400 to \$800 for families

b. Increase maximum out of pocket co-payment benefit

From \$800 to \$1600 for individual

From \$1600 to \$3200 for families

4. Prescription Insurance - Change the following co-payments:

	From	To
Generic	5%	5%
Brand Name	15%	20%
Brand Name (Mail Order)	10%	15%
Special Conditions*	10%	15%

\*This provision would include those cases where generic cannot replace brand name as a matter of medical necessity. The employee must apply to the City and supply a doctor's note certifying the medical necessity of the non-generic form of the drug or the inability to provide the drug on a mail order (90 day supply).

Section J.

Health Insurance at Retirement

1. DEFINITIONS

Health Insurance Coverage means the group health and hospital insurance coverage provided by the City of Perth Amboy at the time

of the eligible employee's retirement and thereafter under the terms of the collective bargaining agreement with the employee organization that represented the retiring employee's job title. It includes surviving spouse and any eligible dependent(s) for whom coverage was provided at the time of retirement to the extent provided for in the controlling insurance contract in effect at the time. Any changes in insurance plans, benefit levels and/or employee contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

**Eligible Retiree** for purposes of this provision is an individual who was employed full time by the City of Perth Amboy on or before July 1, 2008, and continuously thereafter, who retires:

- a. On a State accidental disability pension as a result of an on-the-job injury while performing services for the City of Perth Amboy; or
- b. After 25 years or more of pensionable service under the New Jersey State Pension System; or
- c. With at least 15 years of employment service in the City of Perth Amboy and reached the age of 62 years or older.

2. Pursuant to N.J.S.A. 40A:10-23, the City will assume the partial or full premium cost (depending on the practice for full time active employees) of the controlling group health and hospital insurance coverage for employees, spouse and eligible dependent(s), who retire and satisfy the following conditions:

A. The employee commenced full-time employment for the City of Perth Amboy prior to July 1, 2008, and remained continuously employed (as determined by the Civil Service Commission) full-time by the City through the date of qualifying retirement under a State of New Jersey administered retirement plan; and

1. The employee retired:

- a. On a State accidental disability pension as a result of an on-the-job injury sustained while performing services for the City of Perth Amboy; or
- b. After 25 years or more of pensionable service under the New Jersey State Pension System; or

c. With at least 15 years of pensionable employment service in the City of Perth Amboy and reached the age of 62 years or older.

B. The level of insurance will be the prevailing group coverage that is in effect for the employee organization that represented the retiring employee's job title and the qualifying retiree, and his or her spouse and dependents, will be subject to and responsible for any employee contributions, deductibles and/or co-pays in effect from and throughout retirement.

### 3. MEDICARE

Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for retiree and applicable dependent(s). The City of Perth Amboy Health Plan will provide secondary coverage to Medicare for eligible City of Perth Amboy retirees over age 65 and eligible dependent(s).



## ARTICLE 27 - LIFE INSURANCE

The City will provide life insurance on the life of each employee covered by this Agreement in the amount of five thousand dollars (\$5,000.00) for those employees under sixty five (65), two thousand dollars (\$2,000.00) for those employees over sixty five (65), and one thousand dollars (\$1,000.00) for retirees.

## **ARTICLE 28 - PENSION**

The City agrees to continue to provide retirement benefits in accordance with the applicable law under the Public Employees Retirement System (PERS).

## ARTICLE 29 - SAFETY COMMITTEE

The Employer and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

The Safety Committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

## **ARTICLE 30 - SAVINGS CLAUSE**

Should any Article, section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section, or portion thereof.

## ARTICLE 31 - PROBATION

Subject to the rules and regulations of the Civil Service Commission (CSC), all newly hired employees shall be subjected to at least a three (3) month probationary period or a provisional appointment process (pending CSC examination procedures). The purpose of said probationary period is to enable the City to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. If, at any time prior to, during or at the end of the period of probation, the conduct and/or performance of the probationary employee is found by the City to be unsatisfactory, the City shall give written notice to the employee that their employment with the City is terminated. The decision of the City regarding the termination of provisional or probationary employees shall not be subject to the Grievance Procedure.

## ARTICLE 32 - RULES AND REGULATIONS

Section 1. The City may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. Copies of all such rules shall be distributed to all employees covered by this Agreement and to the Union. Any change in work rules and regulations shall be in accordance with the State of New Jersey statutes.

Section 2. The City shall adopt an ordinance establishing the following:

*Employees who have been required to be "bona fide" residents of the City of Perth Amboy under Article 4-132 or any other similar ordinance of the City shall be permitted to reside outside the City limits after completing more than ten (10) full years of City residency and employment.*

*Residency outside of City boundaries shall not be a basis for bias in favor of City residents over their non-city resident coworker in areas as such as overtime call-in, lateral title changes or promotional opportunities.*

## ARTICLE 33 - REST PERIODS

Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each one-half (1/2) day of work at times scheduled by the immediate supervisor. A rest period may not be used to cover any employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

## ARTICLE 34 - ACCESS TO PERSONNEL FILES

- A. An employee shall, within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of their work performance or conduct prepared by the City during the terms of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.
  
- B. Each regular written evaluation of work shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.



## **ARTICLE 35 - LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union, having recognized that cooperation between the management and labor is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend to the Administration changes in the working conditions. The Committee shall not consider items being grieved.

The Labor-Management Committee shall consist of six (6) members. The union representatives shall be the three (3) ranking officers of the local Union; the Administration shall designate three (3) members. The Committee shall meet at the request of any of the parties involved at times mutually agreeable to all parties.

## **ARTICLE 36 - DISCIPLINE AND DISCHARGE**

Employees may be disciplined or discharged for just cause, and shall have the opportunity to be represented by the Union when advised of such disciplinary or discharge action.

Employees may submit disputes of minor discipline as a grievance under the terms and conditions outlined in Article 11, Grievance Procedure. Employees shall be required to submit the appeal of major discipline to the Merit System Board.

## ARTICLE 37 - JOB POSTING

Existing or planned job vacancies will be posted on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancy and the procedures to be followed by employees interested in applications, pay rates, and hours of work. Said application must be made within five (5) working days of posting. A copy of the posting will be given to the Union President.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

If two (2) or more equally qualified employees apply for the position, seniority shall be the determining factor.

## **ARTICLE 38 - OUT OF TITLE WORK**

Any employee who, when authorized by his/her immediate supervisor, performs work in a higher paid classification other than his/her own for at least four (4) or more consecutive hours shall be paid at the next higher step in the salary scale at the rate of the title for which he/she is providing coverage for the actual hours worked.

## **ARTICLE 39 - FULLY BARGAINED PROVISIONS**

The Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 40 - PRESCRIPTION EYEGASSES ALLOWANCE**

Vision care benefits shall provide reimbursement of up to one hundred and fifty dollars (\$150.00) per person and an aggregate limit of five hundred dollars (\$500.00) per family per year. Coverage shall include prescription eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

## ARTICLE 41 - MANDATORY DRUG AND ALCOHOL TESTING PROGRAM

A Mandatory Random and Reasonable Suspicion Drug and Alcohol Testing Program shall be implemented in the same manner as the City's existing CDL program. Random testing shall be provided on a quarterly basis with seven (7) primary and seven (7) substitute employees selected randomly. The date for the test shall be determined by the Employer. A union official may be present during the testing procedures.

The penalty for testing positive on any random or reasonable suspicion drug test shall be immediate dismissal.

A positive random or reasonable suspicion alcohol test of .08 percent or greater shall be considered intoxication. The penalty for a positive test of .08 percent or greater while on duty:

First offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand, and may include up to a three (3) day suspension without pay.

Second offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a three (3) day and up to a ten (10) day suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a forty-five (45) day suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such disciplinary action may also include dismissal.

Fourth offense - The employee shall be immediately removed from duty and dismissed.

The penalty for a positive test of .08 percent or greater while off-duty and in uniform:

First offense - The employee shall be subject to disciplinary action, at a minimum, of a written reprimand, or up to two (2) days suspension without pay.

Second offense - The employee shall be subject to disciplinary action of, at a minimum, a two (2) days to ten (10) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third offense - The employee shall be subject to disciplinary action of a ten (10) days to thirty (30) days suspension without pay and requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

A positive alcohol test of .02 percent to .0799 percent while on duty:

First offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand, and may include up to a one (1) day suspension without pay.

Second offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a one (1) day to five (5) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion of an approved alcohol rehabilitation program.

Third offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a thirty (30) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such action may also include dismissal.

Fourth offense - The employee shall be immediately removed from duty and dismissed.



Failure to successfully complete the required rehabilitation program shall result in additional disciplinary action. Such action may include dismissal.

Refusal to submit to a test as required without a valid medical examination shall subject the individual to immediate dismissal.

## **ARTICLE 42 - VOLUNTARY DISABILITY INSURANCE**

The City shall work with the Union to place a voluntary disability insurance program with a private carrier. All premiums shall be fully paid by the employee through payroll deductions.

## ARTICLE 43 - EDUCATIONAL DIFFERENTIAL

Effective January 1, 2006 through 30 June 2009, employees (except Clerk 1 employees which will be effective 1/1/2019), who have attained an associate's degree from an accredited college shall have their annual base salary increased by \$750.00 upon presentation of evidence of said degree. Employees not granted this benefit by 30 June 2009, shall not be eligible to receive it. Those receiving it may continue to do so as long as they maintain continuous employment with the City; employees who attained a bachelor's degree from an accredited college shall have their annual base salary increased by \$1,250.00, and employees who have attained a master's degree from an accredited college shall have their annual base salary increased by \$1,750.00. In future years, effective January 1 of the year following the awarding of the degree, the annual base salary shall be increased in accordance with the corresponding amount in Article 25, Salaries.

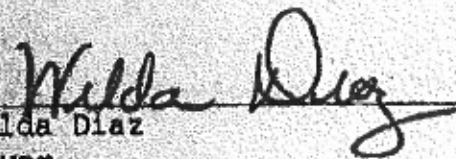
This Agreement shall be effective from January 1, 2019 until December 31, 2022.

It can be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to December 31, 2020 that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin no later than sixty (60) days prior to December 31, 2022.

ATTEST:

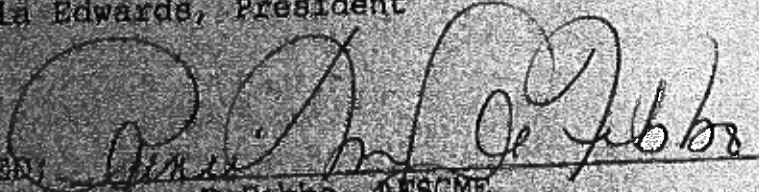
CITY OF PERTH AMBOY

  
Victoria Ann Kupsch  
City Clerk

By:   
Wilda Diaz  
Mayor

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, NJ

By:   
Maria Edwards, President

APPROVED:   
Renee DeFabbo, AFSCME

APPROVED:   
Frederick C. Carr, City Administrator

## Certification

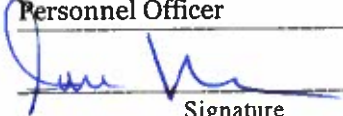
I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022.

Employer: City of Perth Amboy

County: Middlesex

Date: 10/19/2021

Name: Sonia Neira  
Print Name

Title: Personnel Officer  
  
Signature